

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. GS-09B-03051

ADDRESS OF PREMISES:

1255 Fulton Mall, Fresno, CA 93721

THIS AGREEMENT, made and entered into this date by and between

Baltara Enterprises L.P.

whose address is

2025 N. GATEWAY BLVD STE 101, FRESNO, CA, 93727-1619

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to adjust the total square feet, update special requirements, and add a plumbing clause.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraph 1.01 is replaced in its entirety by the following:

"1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 29,008 rentable square feet (RSF), yielding 24,593 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st and 2nd floors of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 17.95228 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."

Paragraph 1.03 is replaced in its entirety by the following:

"1.03 RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	YEARS 1 - 5		YEARS 6 - 10	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	(b) (4)			
TENANT IMPROVEMENTS RENTAL RATE ¹				
OPERATING COSTS ²				
BUILDING SPECIFIC SECURITY COSTS				
FULL SERVICE RATE	\$894,699.39	\$30.84 ³	\$949,785.58	\$32.74 ³

¹ The Tenant Improvements Allowance is amortized at a rate of 7 percent per annum for 10 years.

² Building Specific Amortized Capital (BSAC) is amortized at a rate of 7 percent per annum over 10 years.

³ Rates may be rounded.

Continued on Sheet Number 2.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE GOVERNMENT

Signature: _____

Name: Megan Stefani

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: _____

WITNESS

Signature: _____

Name: _____

Title: _____

Date: _____

	YEARS 11 - 15	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	(b) (4)	(4)
TENANT IMPROVEMENTS RENTAL RATE ¹		
OPERATING COSTS ²		
BUILDING SPECIFIC SECURITY COSTS		
FULL SERVICE RATE	\$801,430.12	\$27.63 ³

¹ The Tenant Improvements Allowance is amortized at a rate of 7 percent per annum for 10 years.

² Building Specific Amortized Capital (BSAC) is amortized at a rate of 7 percent per annum over 10 years.

³ Rates may be rounded.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 24,593 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be included in the rent at no additional cost."

Paragraph 7.04 is added:

"7.04 PLUMBING (SHELL)

1. Prior to the acceptance of space, at no cost to the Government, the Lessor shall provide the Government a sewer inspection report indicating that all plumbing lines are clear of any debris, broken pipes, etc. from any point within the premises all the way to city sewer connection(s). This report must be received within 6 months prior to space acceptance. If additional work is required to receive a clear inspection report, the Lessor(s) shall provide a detailed scope of work as to how the repairs will be performed prior to space acceptance."

Exhibit G is replaced in its entirety by the attached Exhibit G dated January 2013.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FORCE AND EFFECT.

Initials: Government 108 Lessor WME
Lease Amendment Form 07/12

(b)(7) - 39 pages